

RECORDATION NO. 27626 **FILED**

SEP 15 '08 -11 00 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, NW
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 15, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of September 10, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/
Assignor: GATX Third Aircraft Corporation
Four Embarcadero Center
San Francisco, CA 94111

Buyer/Assignee: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Anne K. Quinlan, Esquire
September 15, 2008
Page 2

A description of the railroad equipment covered by the enclosed document is:

63 railcars within the series GCCX 13038 - GCCX 174556 as more particularly set forth in the attachment to the document.

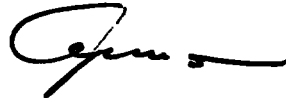
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

SEP 15 '08 -11 00 AM

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of September 10, 2008, by and between GATX Third Aircraft Corporation ("Assignor"), and Midwest Railcar Corporation, an Illinois corporation ("Assignee").

WITNESSETH:

1. Assignor, as lessor, entered into that certain Railcar Lease Agreement, dated as of March 21, 2001 (the "Master Lease"), that certain Rider No. 1 to Railcar Lease Agreement, dated as of March 21, 2001, that certain Amendment No. 1 to Rider No. 1, dated as of April 18, 2001, that certain Amendment No. 2 to Rider No. 1, dated as of April 18, 2001, and that certain Renewal Letter, dated December 8, 2005 (together, the "Lease"), with Chemical Lime Company, as lessee, for certain railcars described in Exhibit A attached hereto (the "Railcars").

2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of September 10, 2008, which is evidenced by this Memorandum of Assignment and Assumption Agreement with respect to the Lease and the Railcars.

3. This Memorandum of Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

GATX Third Aircraft Corporation,
as Assignor

By: 

Name: Linda Hexem

Title: Vice President

Midwest Railcar Corporation,
as Assignee

By: _____

Name: Richard M. Folio

Title: Executive Vice President

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

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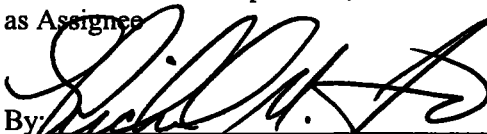
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GATX Third Aircraft Corporation,
as Assignor

By: _____
Name: Linda Hexem
Title: Vice President

Midwest Railcar Corporation,
as Assignee

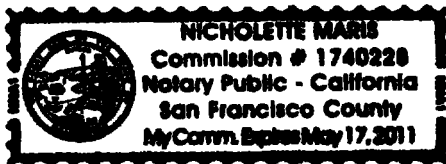
By:  _____
Name: Richard M. Folio
Title: Executive Vice President

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On September 9, 2008 before me, Nicholette Maris, Notary Public, personally appeared Linda Hexem, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Nicholette Maris
Notary Public
My Commission expires: May 17, 2011

State of Maryland)

)

City of Baltimore)

On September 10, 2008, before me, Henryka W. Gryn Craig, Notary Public, personally appeared Richard M. Folio, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires September 26, 2009



Notary Public
My Commission expires: _____

EXHIBIT A

RAILCARS:

DESCRIPTION OF CARS:

One (1) 4,600 and sixty-two (62) 4,750 cu. ft. capacity, covered hopper railcars, 263,000 lbs. GRL, gravity unloading gates, trough hatch.

QUANTITY:

Sixty-Three (63)

REPORTING MARKS AND IDENTIFYING NUMBERS:

| | |
|----|------------|
| 1 | GCCX013038 |
| 2 | GCCX013040 |
| 3 | GCCX013041 |
| 4 | GCCX013042 |
| 5 | GCCX013043 |
| 6 | GCCX013045 |
| 7 | GCCX013046 |
| 8 | GCCX013048 |
| 9 | GCCX013049 |
| 10 | GCCX013051 |
| 11 | GCCX013052 |
| 12 | GCCX013053 |
| 13 | GCCX013054 |
| 14 | GCCX013056 |
| 15 | GCCX013058 |
| 16 | GCCX013060 |
| 17 | GCCX013061 |
| 18 | GCCX013062 |
| 19 | GCCX013066 |
| 20 | GCCX013069 |
| 21 | GCCX013078 |
| 22 | GCCX013079 |
| 23 | GCCX013080 |
| 24 | GCCX013081 |
| 25 | GCCX013082 |
| 26 | GCCX013084 |
| 27 | GCCX013085 |
| 28 | GCCX013087 |
| 29 | GCCX013088 |
| 30 | GCCX013089 |
| 31 | GCCX013091 |

32 GCCX013092
33 GCCX013094
34 GCCX013095
35 GCCX013097
36 GCCX013098
37 GCCX013110
38 GCCX013111
39 GCCX013112
40 GCCX013116
41 GCCX013117
42 GCCX013118
43 GCCX013119
44 GCCX013120
45 GCCX013121
46 GCCX013123
47 GCCX013126
48 GCCX013127
49 GCCX013128
50 GCCX013130
51 GCCX013131
52 GCCX013140
53 GCCX013146
54 GCCX013147
55 GCCX013168
56 GCCX013171
57 GCCX013204
58 GCCX013205
59 GCCX013272
60 GCCX013279
61 GCCX013287
62 GCCX076659
63 GCCX174556